

1 BILL NO. S-83-12-56

2 SPECIAL ORDINANCE NO. S-07-84

3 AN ORDINANCE approving Contract
4 No. 890-83 by the City of Fort
5 Wayne by and through its Board
6 of Public Works and T-G Excavating,
7 Inc., for Wallywood Storm Sewer
8 Improvement.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, No. 890-83, by the
12 City of Fort Wayne by and through its Board of Public Works and
13 T-G Excavating, Inc., Wallywood Storm Sewer Improvement, for:

14 Wallywood Storm Sewer is to be installed in
15 the area described as follows:

16 Bounded on the North by the North line of
17 the Southwest Quarter, Sec. 26, Township
18 30 N., Range 12 E.; bounded on the E. by
19 the W. right-of-way line of Wells St.;
20 bounded on the S. by Spy Run Creek; and
21 bounded on the W. by a line 135' W. of &
22 parallel to the W. right-of-way line of
23 Sherman Blvd. Said line to be extended
24 from Spy Run Creek N. to its intersection
25 with waidd line N. line of the SW $\frac{1}{4}$ Sec. 26,
26 Township 30 N., Range 12 East.


27 STORM SEWER LINE - Beginning at an exist-
28 ing 8" field tile located on the N. side
29 of Franke Pk. Dr. 300+ LF W. of the inter-
30 section of Franke Pk. Dr. & Wells Street;
31 thence S. 470+ LF on a line 5+ LF West of
32 the E. property line of Lots 9 & 10 of
33 Wallywood, Sec. A, Addtn. to the City of
Fort Wayne, to a sanitary sewer manhole
located 10+ LF North of the S. right-of-
way line of Wallywood Ave.; thence, W.
230+ LF on a line 10+ LF N. of & parallel
to the S. right-of-way line of Wallywood
Ave. to a san. sewer manhole; thence S.
200+ LF on a line 10+ LF W. of the E.
line of the W. 110' of Lot #14 of Romy's
Outlots Addn. to the City of Fort Wayne
to the S. line of said Lot #14; thence,
continuing Southerly 290+ LF on a line
80+ LF West of the sewer line of Lot #61
of Archer Heir's Addn. to the City of Fort
Wayne to an outfall structure on Spy Run
Creek. Said sewer shall be 12", 18" & 24"
in diameter;

34 the total cost of the Contract is Twenty-Nine Thousand Six Hundred
35 Thirteen and 70/100 Dollars (\$29,613.70) (\$12,000.00 City - rest
36 assessed against property owners), all as more particularly set

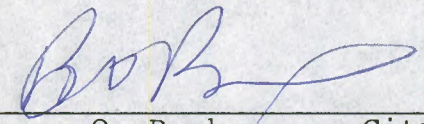
Page Two

forth in the Contract, and which is on file with the Office of the Board of Public Works, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Seruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.

DATE: 12-27-83

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 1-10-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-0784 on the 10th day of January, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of January, 1984, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of January, 1984, at the hour of 12:30 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

73-235-25
12/7/83

CONTRACT NO. 890-1983

THIS CONTRACT made and entered into in triplicate this 7th day of December, 1983, by and between T-G Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Wallywood Storm Sewer
Resolution No. 890-1983

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11114, Sheets 1-4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$29,613.70. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
12" RCP Class III	16.73
18" RCP Class III	19.67
24" RCP Class III	26.17
Std. City of Fort Wayne Manhole I-G or B	616.00
Concrete - Precast Str. Ref. SPA	915.00
#53 - #73 Stone Backfill	10.37
Double Chip and Seal Wallywood	
20 foot minimum width	1.92
Seed and 2" Mulch	.48
Brush and Tree Removal "Complete"	
from jobsite	496.00
Grade Swale (Wallywood to Spy Run Creek)	4.08
Std. City of Fort Wayne Type III-B and C	611.00
Rip-Rap	6.25

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 890-1983.
- B. Instructions to Bidders for Contract No. 890-1983.
- C. Contractor's Proposal Dated November 16, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11114.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Street Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Right of Way Cut Permit.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner. This is accomplished by Contractor submitting a one (1) year maintenance bond for the value of his base contract.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T-G EXCAVATING, INC.

BY: Thomas M. Stockamp
Thomas M. Stockamp, President

BY: Harold R. Zimmer
HAROLD R. ZIMMER Asst Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen Gochenour
Helen Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snuffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty Collins
Betty Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1983.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

T-G EXCAVATING INC.

(Name of Contractor)

5544 Huguenard Road, Fort Wayne, IN 46818

(Address of Contractor)

a Indiana hereinafter called
(Corporation)

Principal, and Fidelity and Deposit Company of Maryland
(Name of Surety)

Baltimore, Maryland

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of twenty-nine thousand six hundred thirteen and 70/100 dollars (\$29,613.70) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 2nd day of December, 1983, for construction of:

Wallywood Storm Sewer

Resolution No. 890-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11114 Sheets 1-4 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3
(number)

counterparts, each one of which shall be deemed an original, this 7th
day of December, 1983.

ATTEST:

Harold R. Ginner
(Principal) Secretary

[SEAL]

Ann M. Lepley
(Witness as to Principal)

(Address)

T-G Excavating, Inc.
(Principal)

BY: Thomas M. Stockamp [S]
Thomas M. Stockamp, President

(Address)

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

Barbara J. Hauke
(Surety) Secretary

[SEAL]

Judith A. Snyder
Witness as to Surety

P. O. Box 11309
(Address)

Fort Wayne, IN 46857

By Duane E. Lupke
Attorney-in-Fact
Duane E. Lupke

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

T-G EXCAVATING INC.
(Name of Contractor)

5544 Huguenard Road, Fort Wayne, IN 46818
(Address of Contractor)

a Indiana, hereinafter called Principal,
(Corporation)

and Fidelity and Deposit Company of Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of twenty-nine thousand six hundred thirteen and 70/100 Dollars (\$29,613.70) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 2nd day of December 1983, for the construction of:

Wallywood Storm Sewer
Resolution NO. 890-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11114, Sheets 1-4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 counterparts,
(number)
each one of which shall be deemed an original, this 7th day of
December, 1983.

ATTEST:

T-G Excavating, Inc.
By Thomas M. Stockamp
Thomas M. Stockamp, President
Principal

Harold R. Grimmer
(Principal) Secretary

[SEAL]

By _____ [S]

(Address)

Ann M. Lepley
Witness as to Principal

(Address)

ATTEST:

Barbara J. Hauke
(Surety) Secretary

[SEAL]

Judith G. Snyder
Witness as to Surety

P. O. Box 11309
(Address)

Fort Wayne, IN 46857

Fidelity and Deposit Company of Maryland
Surety

By Duane E. Lupke
Attorney-in-Fact
Duane E. Lupke

P. O. Box 11309

(Address)

Fort Wayne, IN 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. 890-1983

BILL NO. S-83-12-56

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving Contract No. 890-83 by the City of Fort Wayne
by and through its Board of Public Works and T-G Excavating, Inc.,
for Wallywood Storm Sewer Improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

Thomas C. Henry
Mark E. Giaquinta
Charles B. Redd

James S. Stier
Donald J. Schmidt

Sandra E. Kennedy

*Enclosed in
1-10-84*

TITLE OF ORDINANCE

Contract No. 890-83, Wallywood Storm Sewer Improvement

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

✓ 83-12-56

SYNOPSIS OF ORDINANCE

Wallywood Storm Sewer is to be installed in the area described as

follows: Bounded on the North by the North line of the Southwest Quarter, Sec. 26,

Township 30 N., Range 12 E.; bounded on the E. by the W. right-of-way line of Wells

St.; bounded on the S. by Spy Run Creek; & bounded on the W. by a line 135' W. of & parallel to the W. right-of-way line of Sherman Blvd.. Said line to be extended from Spy Run Creek N. to its intersection with said N. line of the SW ¼ Sec. 26, Township 30 N., Range 12 East. ~~STORM SEWER LINE~~ Beginning at an existing 8" field tile located on the N. side of Franke Pk. Dr. 300+ LF W. of the intersection of Franke Pk. Dr. & Wells Street; thence S. 470+ LF on a line 5+ LF West of the E. property line of Lots 9 & 10 of Wallywood, Sec. A, Addn. to the City of Fort Wayne, to a sanitary sewer manhole located 10+ LF North of the S. right-of-way line of Wallywood Ave.; thence, W. 230+ LF on a line 10+ LF N. of & parallel to the S. right-of-way line of Wallywood Ave. to a sanitary sewer manhole; thence S. 290+ LF on a line 10+ LF W. of the E. line of the W. 110 of Lot #14 of Romy's Outlots Addn. to the City of Fort Wayne to the S. line of said Lot #14; thence, continuing Southerly 290+ LF on a line 80+ LF West of the sewer line of Lot #61 of Archer Heir's Addn. to the City of Fort Wayne to an outfall structure on Spy Run Creek. Said sewer shall be 12", 18" & 24" in diameter. T-G Excavating, Inc., Contractor.

EFFECT OF PASSAGE

Improvement of sewer conditions at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)

\$29,613.70 (\$12,000 City - Rest assessed against property owners)

ASSIGNED TO COMMITTEE